



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

SHARP KABUSHIKI KAISHA, a/t/a)	Attorney Ref.: 790-2052
SHARP CORPORATION,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91190899
)	Mark: ONSHARP
ONSHARP, INC.,)	Application No. 77/645,273
)	
Applicant.)	

**SUBSTITUTE PAGES 2 AND 3 TO OPPOSER'S OPPOSITION TO
APPLICANT'S MOTION TO SET ASIDE NOTICE OF DEFAULT AND
ANSWER TO AMENDED PLEADING**

Counsel for Opposer, Sharp Kabushiki Kaisha, a/t/a Sharp Corporation ("Sharp"), just became aware that its opposition to Applicant Onsharp, Inc.'s ("Onsharp") Motion to Set Aside Notice of Default and Answer to Amended Pleading contained inadvertent typographical errors. Sharp submits substitute pages 2 and 3 attached hereto to correct these errors.

In particular, on page 2, in paragraph 2, line three, it should say "provided any discovery as ordered by the Board on February 23, 2012" instead of "received any discovery as ordered by the Board's February 23, 2012." On page 3 in paragraph 2, it should say "postulated" instead of "postulate."



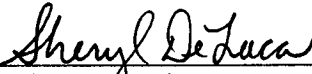
06-27-2012

Opposer: Sharp Kabushiki Kaisha, a/t/a Sharp Corporation
Applicant: OnSharp, Inc.
Mark: ONSHARP
Serial No.: 77/645,273

Respectfully submitted,

SHARP KABUSHIKI KAISHA, a/t/a
SHARP CORPORATION

Dated: June 27, 2012

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December 2010 counter offer on separate occasions. See De Luca Declaration, paras. 2-4.

More specifically, at the discovery conference of March 7, 2011, Onsharp's counsel informed Sharp's counsel that Onsharp would not agree to Sharp's proposal of September 2010. In response, Sharp informed Onsharp that Sharp could not agree to Onsharp's counter-proposal of December 2010, (i.e., it was a "non-starter") at which time Onsharp's counsel indicated that he believed the parties would probably need to go forward with this case and let the TTAB decide it. No further settlement proposals were discussed after that time and the proceeding went forward per the Board's scheduling order, including Sharp's service of discovery requests and request for the Board's intervention to obtain the discovery sought. The December 2010 counter-offer ended the parties' settlement negotiations. See De Luca Declaration, paras. 4-5.

In March 2012, when Sharp contacted Mr. Joe Sandin, President of Onsharp for an extension of the discovery period (which was necessary because Onsharp had not yet provided any discovery as ordered by the Board on February 23, 2012), Sharp indicated that, if any settlement discussions were to be reopened, they would have to be along the lines of the initial settlement agreement, before Onsharp hired outside counsel. See De Luca Declaration, para. 6.

On April 16, 2012, Sharp communicated to Ms. Toni Sandin that any settlement discussion would need to be along the lines of the settlement offer in September 2010. Sharp also indicated to Ms. Sandin, that their Answer to the Amended Notice of

Opposition and their discovery responses, were past due at that point. See De Luca Declaration, para. 7.

To date, Onsharp still has not provided any of the discovery responses ordered by the Board's February 23, 2012 order (in response to Sharp's Motions to compel). Nor has Onsharp requested any extensions of time to Answer or respond to discovery. See De Luca Declaration, para. 8. This failure to comply with a Board Order constitutes further clear evidence that Onsharp is not acting in good faith in this matter.

Because the parties did not hold any substantive settlement discussions after the December 2010 counter-offer, Sharp simply could not understand the allegations of good faith negotiations postulated in Onsharp's motion of June 5, 2012. As a result, Sharp asked Onsharp to identify the settlement offer referred to in its motion. See De Luca Declaration, para. 9

Sharp counsel was extremely surprised to learn that Onsharp took the position that its Motion referred to the counter-settlement agreement proposed in December 2010 through its previous counsel, Westman, Champlin & Kelly, P.A., which was expressly rejected by Sharp many times prior to the filing of Onsharp's motion. See De Luca Declaration, para. 10.

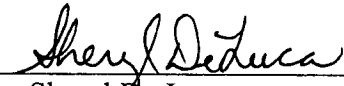
In that regard, Sharp notes that Onsharp's motion nevertheless alleged that its motion should be granted for "good cause to allow the parties to conclude settlement efforts (Onsharp's Brief at 1). Onsharp further indicates that "During the Extensions of Time and thereafter, the parties have been negotiating and Onsharp believes that the parties have come quiet [sic] close to an agreed settlement of the present Opposition."

CERTIFICATE OF SERVICE

I hereby certify that on June 27, 2012, the foregoing **SUBSTITUTE PAGES 2
AND 3 TO OPPOSER'S OPPOSITION TO APPLICANT'S MOTION TO SET
ASIDE NOTICE OF DEFAULT AND ANSWER TO AMENDED PLEADING** was
served on Applicant via first-class mail to:

Mr. Joe Sandin, President
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NIXON & VANDERHYE, PC

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